

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

BERT STARES,

Plaintiff,

vs.

MAKIN PALMBERG, ANNIE STANGROOM,
BERTIE GORMAN HUGHES, MRS. ARTHUR
HARRIS, formerly Eileen Stangroom,
HESSIE ZENGEL, Deceased, and her
heirs, and ALFRED PALMBERG, deceased,
and his heirs,

Defendants.

No. 367315

AMENDED ANSWER

FILED
1945 OCT 11 AM 9 15
NORMAN J. HARRIS
KING COUNTY CLERK

Comes now the defendants, Annie Stangroom, Stuart L. Stangroom, and the community consisting of Annie Stangroom and Stuart L. Stangroom, and J.A. Zengel, individually and as Administrator of Elisabeth Zengel, deceased, and in answer to the complaint of the plaintiff, admit, deny and allege as follows:

I.

Answering Paragraph I of the complaint, these defendants admit that the parties herein, with the exception of Stuart L. Stangroom, are joint owners of Parcels "A" and "C" of said designated paragraph but deny all the remainder of said paragraph.

II.

These defendants admit that the plaintiff desires partition.

III.

These defendants deny Paragraph III of the Complaint.

FOR FURTHER ANSWER and by way of a cross-complaint against the plaintiff, these defendants allege:

I.

That the real property designated in the complaint as Parcel "B" is the community property of the defendants Annie Stangroom and Stuart L. Stangroom

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and that none of the other parties herein have any interest in said Parcel "B", that said Parcel "B" was purchased with the community funds of Annie Stangroom and Stuart L. Stangroom after the same had been sold for taxes and that said parcel "B" was sold for taxes for the reason that the plaintiff had misappropriated the money paid to him by the defendants for the purpose of paying the taxes on the property involved in this proceeding and that said property was owned by the parents of the parties and that the plaintiff was the Administrator of the estate.

II.

That the plaintiff has continuously used and lived on part of the property involved, namely Parcel "A", since 1925, has paid no rent therefore and has used said Parcel "A" as his own, and that a reasonable rental therefore is \$80.00 per month; that the plaintiff should be required to pay the defendants said reasonable rental.

III.

That if partition be had in this case these defendants assert that they are entitled to have in addition to reasonable rental of the property involved from the plaintiff, their portion of the value of Parcel "B" lost to them by reason of the taxes not being paid charged against the plaintiff as well as the money which they advanced for taxes and which the plaintiff misappropriated.

WHEREFORE, having fully answered, the defendants pray the equities of this Court.



PHILIP W. SCHORN

Attorney for Annie Stangroom, Stuart L. Stangroom, and the community consisting of Annie Stangroom and Stuart L. Stangroom, and J.A. Zeigel, individually and as Administrator of Elizabeth Zeigel, deceased.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

ANNIE STANGROOM, being first duly sworn, on oath deposes and says:
That she is one of the answering defendants herein; that she has read the
foregoing answer, knows the contents thereof, and believes the same to
be true.

Annie Stangroom
ANNIE STANGROOM

SUBSCRIBED and SWORN to before me this 7th day of October, 1946.

Philip W. School
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.

RECEIVED
OCT 10 - 1946

WRIGHT & WRIGHT
BY A. J. W.

COPY RECEIVED
DATE 10-10-46
FROM J. C. Henneman
BY L. J. Furring

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